

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Criminal Action
	)	
v.	)	No. 04-_____-01-____
	)	
RYAN WOLF,	)	<u>Counts 1 - 6</u>
	)	20 U.S.C. §1097
	)	18 U.S.C. §2
Defendant.	)	
_____	)	<u>Counts 7 - 22</u>
		20 U.S.C. §1097
		18 U.S.C. §2
		<u>Counts 23 - 24</u>
		18 U.S.C. §666
		18 U.S.C. §2
		<u>Counts 25 - 26</u>
		18 U.S.C. §1344(2)
		18 U.S.C. §2
		<u>Counts 27 - 36</u>
		18 U.S.C. §1341, 1346
		18 U.S.C. §2
		<u>Count 37</u>
		18 U.S.C. §982

**INDICTMENT**

The Grand Jury alleges:

**Introduction**

At all times material to this Indictment:

1. Barton County Community College (BCCC) was and is a community college located at 245 NE 30<sup>th</sup> Road in Great Bend, Kansas. BCCC receives funding from numerous sources, including state and federal funds. It is an organization and agency that receives, in any one year period, benefits in excess of \$10,000.00 under a federal program involving a grant, contract, subsidy and other form of federal assistance.

2. BCCC offers a varied curriculum, including transfer programs, technical education programs, general education programs, one year certificate and two year associate degree programs.

3. In order for BCCC students to be eligible to receive Title IV funds from the United States Department of Education (DOE), BCCC had to be accredited by a nationally recognized accrediting agency or association and authorized by the state of Kansas. BCCC was and is accredited by the Higher Learning Commission, the provisions of the Kansas Community Junior College Act of 1965, and is a member of the North Central Association of Colleges & Schools and the National Junior College Athletic Association.

4. The National Collegiate Athletic Association (NCAA) is an organization comprised of colleges and universities established to promote intercollegiate athletic programs for students. The NCAA has adopted eligibility rules governing the recruitment and placement of student athletes in Division I schools. Upon leaving high school, the NCAA identifies each student athlete as a Qualifier, Partial Qualifier, or Non Qualifier, in

determining their eligibility to compete at the Division I level. This assessment is based on the student athlete's academic performance prior to entering college. Non Qualifiers are not eligible to compete at the Division I level and will often enroll at a community college in order to become eligible.

5. Beginning sometime during May of 1998 and continuing through 2003, the defendant, Ryan Wolf was an employee of BCCC. Specifically, in 1998 the defendant was hired as BCCC's Assistant Men's Basketball Coach. During 1999 the defendant became the Men's Head Basketball Coach at BCCC. The defendant's duties included coaching the men's basketball team, teaching courses, serving as an academic advisor to students and supervision of students participating in the campus and federal work study programs. BCCC also required the defendant to prepare student athletes to compete in the classroom and on the court throughout the academic year, to support the academic success of student athletes, and to oversee the budget as directed by the Athletic Director or BCCC administration.

6. On or about June 12, 2003, the defendant left BCCC to work for Murray State University located in Murray, Kentucky. The defendant was hired to be an Assistant Men's Basketball Coach. Murray State University was and is a NCAA Division I school.

7. For a non qualifying student athlete to be immediately eligible to play basketball at a Division I school, after having attended a community college, like BCCC, the student athlete must have: (1) earned an associate degree, (2) 48 transferable degree hours, (3) a 2.0 GPA, (4) 35% of the hours needed towards a degree that he/she would be

required to declare upon transfer, and (5) attended at least three semesters at the community college.

8. Prior to receiving a degree at BCCC, the student athlete was required to have earned a high school diploma or a GED certificate.

### **Free Application for Federal Student Aid (FAFSA)**

9. BCCC staff provided assistance to students who applied for federal student aid. The application process would begin with the student completing a Free Application for Federal Student Aid (FAFSA) for submission to and evaluation by DOE. If, after completion of the form, a student were determined to be eligible for federal financial assistance, it could be awarded in the form of a Pell grant, federal college work study and/or federally guaranteed student loans.

10. Information required for completion of the FAFSA included name, contact information, citizenship, full-time/part-time status, high school graduate or GED, income and assets, income of parents, etc. The form required the student to sign it after reading and accepting an agreement concerning the accuracy of the information provided and the use of the financial aid. In addition, if the FAFSA was “filled out” by someone other than the student applicant, their spouse or parent, the preparer was required to complete a section at the end of the FAFSA with their name, address, social security number or employer identification number. The FAFSA further required the preparer to sign it and date it.

11. The information provided by a student applicant on the FAFSA was used by

DOE to determine applicant eligibility for federal financial aid. For example, the form asked the student applicant if he/she would have a high school diploma or GED before enrolling. If the applicant responded “no” he/she would not be eligible for financial aid from DOE, unless the student had completed home schooling or passed a DOE approved ability to benefit test. If a student indicates on the FAFSA he/she has a diploma or GED certificate, the school is not required to ask for a copy of the diploma or certificate.

12. On several occasions, the defendant participated and assisted student athletes with the completion of FAFSA forms. During some of these occasions, the defendant filled out and caused the completion of the FAFSAs with false information. Specifically, the FAFSAs were completed to state that a certain student athlete would have a high school diploma or GED by the time he enrolled in college, when the defendant knew this was not true. The defendant knew that these specific students would not be eligible for federal financial aid if the form stated that the students would not have their high school diploma or GED by the time of their enrollment. Furthermore, the defendant did not complete the “preparer” portion of the FAFSAs on these occasions as required.

**Counts 1 through 6**  
**Embezzlement from Student Assistance Programs**  
**Title 20, United States Code, Section 1097(a)**

13. On or about October 20, 1999, Jason Carter was a 19 year old resident of Indiana. Mr. Carter did not graduate from high school or received a GED prior to attending BCCC. On or about May 22, 2002, Mr. Carter took and passed a GED exam; however, by this time he had completed his course work at BCCC and purportedly earned

an associates degree that he received during August of 2002. Furthermore, Mr. Carter has not completed home schooling or passed a DOE approved ability to benefit test.

14. On or about September 6, 1999, Carlton Baker was an 18 year old resident of Indiana. Mr. Baker did not graduate from high school or obtain a GED certificate prior to attending BCCC. Furthermore, Mr. Baker has not completed home schooling or passed a DOE approved ability to benefit test.

15. On or about July 25, 2000, Eric Washington was 20 year old resident of Indiana. Mr. Washington did not graduate from high school or obtain a GED certificate prior to attending BCCC. Furthermore, Mr. Washington has not completed home schooling or passed a DOE approved ability to benefit test.

16. Jason Carter, Carlton Baker and Eric Washington were all recruited by the defendant, Ryan Wolf, to play basketball at BCCC.

### **Count 1**

17. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of this Indictment as though set forth in full herein.

18. Beginning as early as October 20, 1999, and continuing through June 30, 2000, in the District of Kansas and elsewhere,

### **RYAN WOLF,**

the defendant herein, did willfully and knowingly embezzle, misapply, obtain by fraud, and obtain by false statement funds and property provided and insured under subchapter 4 of Chapter 28 of Title 20, United States Code, in an amount in excess of \$200.00, that

is, approximately \$5,750.00 through a Pell Grant and a federally guaranteed subsidized student loans, which was provided and insured by the United States Department of Education, in that the defendant falsely completed and caused the false completion of a FAFSA form for Jason Carter which represented in question 32 that Jason Carter would have a high school diploma or GED before he enrolled at BCCC, when the defendant knew this to be false.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

### **Count 2**

19. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of this Indictment as though set forth in full herein.

20. Beginning on or about July 11, 2000, and continuing through June 30, 2001, in the District of Kansas and elsewhere,

### **RYAN WOLF,**

the defendant herein, did willfully and knowingly embezzle, misapply, obtain by fraud, and obtain by false statement funds and property provided and insured under subchapter 4 of Chapter 28 of Title 20, United States Code, in an amount in excess of \$200.00, that is, approximately \$5,925.00 through a Pell Grant and a federally guaranteed subsidized student loans, which was provided and insured by the United States Department of Education, in that the defendant falsely completed and caused the false completion of a FAFSA form for Jason Carter which represented in question 33 that Jason Carter would

have a high school diploma or GED before he enrolled at BCCC, when the defendant knew this to be false.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

**Count 3**

21. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of this Indictment as though set forth in full herein.

22. Beginning on or about August 21, 2001, and continuing through June 30, 2002, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, did willfully and knowingly embezzle, misapply, obtain by fraud, and obtain by false statement funds and property provided and insured under subchapter 4 of Chapter 28 of Title 20, United States Code, in an amount in excess of \$200.00, that is, approximately \$3,300.00, which was provided and insured by the United States Department of Education, in that the defendant falsely completed and caused the false completion of a FAFSA form for Jason Carter which represented in question 31 that Jason Carter would have a high school diploma or GED before he enrolled at BCCC, when the defendant knew this to be false.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

**Count 4**



23. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of this Indictment as though set forth in full herein.

24. Beginning on or about September 6, 1999, and continuing through June 30, 2000, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, did willfully and knowingly embezzle, misapply, obtain by fraud, and obtain by false statement funds and property provided and insured under subchapter 4 of Chapter 28 of Title 20, United States Code, in an amount in excess of \$200.00, that is, approximately \$5,750.00 through a Pell Grant and a federally guaranteed subsidized student loans, which was provided and insured by the United States Department of Education, in that the defendant falsely completed and caused the false completion of a FAFSA form for Carlton Baker which represented in question 32 that Carlton Baker would have a high school diploma or GED before he enrolled at BCCC, when the defendant knew this to be false.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

**Count 5**

25. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of this Indictment as though set forth in full herein.

26. Beginning on or about July 5, 2000, and continuing through June 30, 2001, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, did willfully and knowingly embezzle, misapply, obtain by fraud, and obtain by false statement funds and property provided and insured under subchapter 4 of Chapter 28 of Title 20, United States Code, in an amount in excess of \$200.00, that is, approximately \$6,800.00 through a Pell Grant and a federally guaranteed subsidized student loans, which was provided and insured by the United States Department of Education, in that the defendant falsely completed and caused the false completion of a FAFSA form for Carlton Baker which represented in question 33 that Carlton Baker would have a high school diploma or GED before he enrolled at BCCC, when the defendant knew this to be false.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

**Count 6**

27. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of this Indictment as though set forth in full herein.

28. Beginning on or about July 25, 2000, and continuing through June 30, 2001, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, did willfully and knowingly embezzle, misapply, obtain by fraud, and obtain by false statement funds and property provided and insured under subchapter 4 of Chapter 28 of Title 20, United States Code, in an amount in excess of \$200.00, that is, approximately \$2,389.60 through a federally guaranteed student loan, which was provided and insured by the United States Department of Education, in that the defendant falsely completed and caused the false completion of a FAFSA form for Eric Washington which represented in question 33 that Eric Washington would have a high school diploma or GED before he enrolled at BCCC, when the defendant knew this to be false.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

**Campus and Federal Work Study Programs**

29. The Federal Work Study Program (FWS Program) was established under Title IV of the Higher Education Act of 1965. Administered by DOE, the FWS Program provides a federal subsidy of all, or part of, the monies paid to students for employment during the periods they attend a qualified institution.

30. BCCC entered into an agreement with the Secretary of the DOE that allowed it to become a designated institution under the FWS Program. As such, it was subsidized with federal funds allowing it to provide compensation to qualified students that BCCC employed under the FWS Program. Under the agreement, all payments to qualified students were to be made for work actually performed by the students, and proper documentation was to be maintained for all such work and compensation.

31. BCCC also had a campus work study program which was subsidized by funds from sources other than the federal government. This program allowed BCCC to provide compensation to qualified students that BCCC employed under the campus work study program. It was a requirement of BCCC that all payments to qualified students were to be made for work actually performed by the students, and proper documentation was to be maintained for all such work and compensation.

32. The defendant, Ryan Wolf, was authorized by BCCC to designate students for employment under the FWS Program and the campus work study program. It was part of the defendant's duties and responsibilities to supervise the work of these student athletes and to maintain proper documentation of the work they performed.

33. This documentation included time sheets that were prepared to reflect the date and hours worked by the student athlete. These time sheets were to be completed honestly and signed by the appropriate student athlete and the appropriate supervisor, who in many instances was the defendant.

34. Some of the student athletes that were designated to participate in the FWS

Program at BCCC as supervised by the defendant, were Jason Carter, Eric Washington and Justin Rose. All three were members of the BCCC men's basketball team. The defendant enrolled and allowed the enrollment of these student athletes in the FWS Program. Time sheets were prepared and submitted for each of these students representing that the student athlete performed work on specific dates and times and was entitled to compensation under the FWS Program. However, the defendant did not require these student athletes to work as represented on the time sheets.

35. Despite the failure of these three student athletes to perform any work under the FWS Program, the defendant prepared and caused the preparation of time sheets representing that these students worked in the FWS Program and, as such, were entitled to be paid with federal funds provided to BCCC pursuant to the agreement with DOE.

36. Some of the student athletes that were designated to participate in the campus work study program at BCCC as supervised by the defendant, were Jason Carter, Eric Washington, Justin Rose, Carlton Baker, Eric Bush, Randy Pulley, and Robert Whaley. Each of these students were members of the BCCC men's basketball team. The defendant enrolled and allowed the enrollment of these student athletes in the campus work study program. Time sheets were prepared and submitted for each of these students representing that the student athlete performed work on specific dates and times and was entitled to compensation under the campus work study program. However, the defendant did not require these student athletes to work as represented on the time sheets.

### **Counts 7 through 22**

**Embezzlement from Student Assistance Programs**  
**Title 20, United States Code, Section 1097(a)**

37. The Grand Jury realleges and incorporates by reference paragraphs 1 through 36 of this Indictment as though set forth in full herein.

38. Beginning on or about the dates specified below, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, did willfully and knowingly, embezzle, misapply, obtain by fraud and obtain by false statement funds and property provided and insured under subchapter 4 of Chapter 28 of Title 20, United States Code, in an amount specified below, which was provided and insured by the United States Department of Education, in that the defendant submitted and caused the submission of false time sheets under the Federal Work Study Program for the time periods specified below, that resulted in the payment of money to the named student athlete by Barton County Community College with federal funds in the amounts specified below:

<u>Count</u>	<u>Time Period</u>	<u>Student Name</u>	<u>Hours Originally Documented</u>	<u>Check No.</u>	<u>Federal Funds Involved</u>
7	9/23/00 to 10/06/00	Eric Washington	80	78687	\$ 123.60
8	10/30/00 to 11/10/00	Eric Washington	100	79050	515.00
9	10/30/00 to 11/10/00	Jason Carter	100	78889	324.45
10	11/27/00 to 12/08/00	Jason Carter	80	79253	412.00
11	11/27/00 to 12/08/00	Eric Washington	80	79403	412.00
12	12/13/00 to 1/05/01	Eric Washington	60	79722	309.00
13	12/13/00 to 1/05/01	Jason Carter	54	79591	278.10
14	1/28/01 to 2/09/01	Jason Carter	94	79868	484.10
15	2/01/01 to 2/09/01	Eric Washington	80	79996	412.00
16	2/25/01 to 3/09/01	Jason Carter	80	80195	139.05
17	2/25/01 to 3/09/01	Eric Washington	80	80339	412.00
18	3/26/01 to 4/06/01	Eric Washington	71	80682	206.00
19	12/11/02 to	Justin Rose	40	87394	206.00

1/03/03

20	1/27/03 to 2/7/03	Justin Rose	20	87686	103.00
21	2/24/03 to 3/7/03	Justin Rose	51	88013	262.65
22	3/22/03 to 4/4/03	Justin Rose	40	88326	206.00

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

**Counts 23 through 24**  
**Theft of Federal Funds**  
**Title 18, United States Code, Section 666**

**Count 23**

39. The Grand Jury realleges and incorporates by reference paragraphs 1 through 38 of this Indictment as though set forth in full herein.

40. Beginning on or about January 1, 1999, and continuing through a date uncertain in 2003, in the District of Kansas, and elsewhere,

**RYAN WOLF,**

the defendant herein, while an agent and employee of Barton County Community College, a local organization that received federal assistance in excess of \$10,000.00, in any one year period (January 1, 1999, through 2004) from a federal program, did intentionally misapply and knowingly embezzle, obtain by fraud and without authority convert to the use of any person other than the rightful owner, property that was valued at



\$5,000.00 and more, and was owned by and under the care, custody and control of Barton County Community College, in that, the defendant caused the payment of student employment funds to students that were not entitled to receive the funds in an approximate amount of \$71,981.75.

In violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

**Count 24**

41. The Grand Jury realleges and incorporates by reference paragraphs 1 through 38 of this Indictment as though set forth in full herein.

42. Beginning on or about January 1, 1999, and continuing through a date uncertain in 2003, in the District of Kansas, and elsewhere,

**RYAN WOLF,**

the defendant herein, while an agent and employee of Barton County Community College, a local organization that received federal assistance in excess of \$10,000.00, in any one year period (January 1, 1999, through 2004) from a federal program, did intentionally misapply and knowingly embezzle, obtain by fraud and without authority convert to the use of any person other than the rightful owner, property that was valued at \$5,000.00 and more, and was owned by and under the care, custody and control of Barton County Community College, in that, the defendant caused the payment of federal work study funds to students that were not entitled to receive the funds in an approximate amount of \$17,633.60.

In violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

### **Fraud Against Financial Institutions**

43. Sometime during 2002, the defendant, Ryan Wolf, convinced Joshua Rose and Justin Rose to attend and play basketball at BCCC.

44. Joshua Rose attended classes at BCCC during the Spring of 2002. Justin Rose did not attend classes at BCCC, or live in Great Bend, until the Fall of 2002. Neither Joshua Rose or Justin Rose attended classes at BCCC during the Summer of 2002.

45. The defendant, Ryan Wolf, enrolled Joshua Rose and Justin Rose in classes at BCCC during the summer of 2002.

46. The defendant, Ryan Wolf, falsified documents that represented that Joshua Rose and Justin Rose, actually completed course work for summer 2002 classes and worked on campus pursuant to the FWS and campus work study program.

47. Based upon the submission of this and other false information, federal Pell grant checks were issued to Joshua Rose and Justin Rose during the Summer of 2002.

48. These checks were not delivered to or received by either Joshua Rose or Justin Rose. These checks bear the forged endorsements of Joshua Rose and Justin Rose. Three of these checks also bear the endorsements of the defendant, Ryan Wolf.

49. These three checks are more specifically described as: (1) check number 75696, payable to Joshua Rose, in the amount of \$109.00, dated June 18, 2002, deposited July 23, 2002; (2) check number 76624, payable to Joshua Rose, in the amount of \$835.00, dated July 17, 2002, deposited July 23, 2002; and (3) check number 77242, payable to Justin Rose, in the amount of \$1,384.00, dated August 9, 2002, deposited

August 14, 2002.

50. These checks were drawn on BCCC's account held by the First Kansas Bank of Hoisington, Kansas, which at all material times to this Indictment was a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation.

51. These three checks were endorsed by the defendant, Ryan Wolf, and deposited into his bank account at the Credit Union of America, which at all material times to this Indictment was a financial institution whose deposits were insured by the National Credit Union Share Insurance Fund.

**Counts 25 through 26**  
**Bank Fraud**  
**Title 18, United States Code, Section 1344**

**Count 25**

52. The Grand Jury realleges and incorporates by reference paragraphs 1 through 51 of this Indictment as though set forth in full herein.

53. Beginning on or about June 18, 2002, and continuing through August 14, 2002, in the District of Kansas,

**RYAN WOLF,**

the defendant herein, did knowingly and willfully execute a scheme and artifice to obtain money and funds owned by, and under the custody and control of the First Kansas Bank of Hoisington, Kansas, a financial institution whose deposits were then insured by the Federal Deposit Insurance Corporation, by means of false and fraudulent pretenses and representations, in that, the defendant falsely endorsed and caused the false endorsement

of the signatures of payees on checks when he knew that he was not entitled and authorized to do so.

In violation of Title 18, United States Code, Sections 1344(2) and 2.

**Count 26**

54. The Grand Jury realleges and incorporates by reference paragraphs 1 through 51 of this Indictment as though set forth in full herein.

55. Beginning on or about June 18, 2002, and continuing through August 14, 2002, in the District of Kansas,

**RYAN WOLF,**

the defendant herein, did knowingly and willfully execute a scheme and artifice to obtain money and funds owned by, and under the custody and control of the Credit Union of America, located within the District of Kansas, a financial institution whose deposits were then insured by the National Credit Union Share Insurance Fund, by means of false and fraudulent pretenses and representations, in that, the defendant falsely endorsed and caused the false endorsement of the signatures of payees on checks when he knew that he was not entitled and authorized to do so.

In violation of Title 18, United States Code, Sections 1344(2) and 2.

**Depriving Another of the Intangible Right of Honest Services**

56. While the defendant, Ryan Wolf, was an employee at BCCC, he was under an obligation to prepare student athletes to compete during the academic year, teach courses, coach basketball, be involved in the academic success of student athletes, develop a

recruiting base, follow the rules and regulations of BCCC, the Jayhawk Conference and the NJCAA, ensure class attendance of student athletes for the entire school year and act as an academic advisor.

57. As an academic advisor, the defendant, Ryan Wolf, was required, among other things, to “adhere to the highest principles of ethical behavior,” “demonstrate[d] commitment to ethical principles and behavior,” possess a “strong commitment to core values of advising including, but not limited to, responsibility to students, appropriate involvement of faculty/staff in advising process, professional responsibility to college and community, as well as individual role as an advisor,” an “ability to help student make informed and responsible decisions, set realistic goals, and develop thinking and learning, and life management skills to meet present and future needs,” and have a “strong commitment to mission and purpose of community college, as well as a commitment to improving student responsibility, success, learning, and academic and personal fulfillment.”

58. The defendant had a duty to BCCC and its student athletes to engage in conduct that was honest and loyal.

59. On a date unknown to the grand jury, while Carlton Baker and Jason Carter were attending BCCC, the defendant, Ryan Wolf, told them that they would need to obtain their GED certificate before they could enroll and play basketball at a NCAA Division I university, such as San Jose State University in San Jose, California and the University of Hawaii located in Honolulu, Hawaii.

60. Sometime thereafter, during 1999, Carlton Baker and Jason Carter attended GED classes in Great Bend, Kansas.

61. Mr. Carter took the GED test in Great Bend, Kansas, but failed. Upon returning to Gary, Indiana, during the summer of 2002, Mr. Carter took GED classes and passed the test on May 22, 2002. Mr. Carter received his GED certificate, enrolled in the University of Hawaii and received an athletic scholarship to play basketball at the University of Hawaii.

62. Eventually, Mr. Baker took the GED test in Great Bend, Kansas, and was later told by the defendant, Ryan Wolf, that he passed the test. Mr. Baker remembers that the defendant, Ryan Wolf, assisted in the preparation and processing of his paperwork to enroll at San Jose State University. During 2001 and 2002, while attending San Jose State University, Mr. Baker applied for and received federal Pell Grants and an athletic scholarship totaling \$20,699.18.

63. Documents submitted to San Jose State University show that Carlton Baker obtained his GED certificate and Associate of Arts degree from BCCC during 2001. An investigation into this matter has revealed that Carlton Baker never passed a GED exam and that Damon Howard was paid by the defendant, Ryan Wolf, to take the GED tests offered at Warren Central High School in Indianapolis, Indiana, in the name of Carlton Baker.

64. The defendant, Ryan Wolf, initially asked one of his former basketball players, who eventually became an assistant BCCC coach under the defendant, to take the

GED exam for Carlton Baker. This person declined but agreed to arrange for a friend, Mr. Howard, to take the test in the name of Carlton Baker.

65. In order to take the test, Mr. Howard needed photo identification representing that he was Carlton Baker. To obtain a false photo ID, the defendant, Ryan Wolf, enrolled Mr. Howard, a/k/a Carlton Baker, in a 2001 summer class at Indiana University, Purdue University in Indianapolis. As part of the enrollment process, Mr. Howard was issued a photo ID in the name of Carlton Baker. The defendant, Ryan Wolf, paid for the application fee.

66. According to State of Indiana records, on July 10, 2001, Mr. Howard took the GED test, or part of it, in the name of Carlton Baker. Mr. Howard, posing as Carlton Baker, passed the GED test and a GED certificate was issued on July 25, 2001, from the State of Indiana, Superintendent of Public Instruction, to Carlton L. Baker.

67. The GED certificate issued to Carlton L. Baker from the State of Indiana was provided to BCCC on or about August 13, 2001, and became part of Mr. Baker's academic file. With the completion of this requirement, Mr. Baker was eligible to earn and did obtain an associate degree from BCCC.

68. Carlton Baker's official transcript was mailed from BCCC to San Jose State University on June 26, 2001, and August 13, 2001. Based upon this information, San Jose State University believed that Mr. Baker was eligible to enroll at San Jose State University and to play NCAA Division I basketball, when in fact he was not eligible to play NCAA Division I basketball. This information also had the effect of representing

that Mr. Baker was eligible to receive federal student assistance, when he was not eligible for such assistance.

69. At a date unknown to the Grand Jury, while Eric Washington was attending BCCC the defendant, Ryan Wolf, told Mr. Washington that he would need a GED certificate to be eligible to go on to San Jose State University and play NCAA Division I basketball. The defendant, Ryan Wolf, told Mr. Washington that he (the defendant) would take care of it.

70. On or about August 22, 2001, a Certificate was provided to the BCCC's Registrars Office from Home Study Careers representing that Eric Washington had graduated and completed the course of study for General High School Education. Personnel at BCCC believed that this was a legitimate GED certificate. However, an investigation into this matter has revealed that it is not a GED certificate and Mr. Washington has not, and did not, obtain a GED certificate.

71. Information received from Home Study Careers has shown that it was provided the following address and telephone number for Eric Washington: 3137 Stone Street, Great Bend, Kansas 67530, and (316) 792-7181. This address and telephone number were the defendant's during this time period.

72. Based upon BCCC's belief, that Mr. Washington obtained a GED certificate, BCCC awarded Eric Washington an associate degree.

73. Eric Washington's transcript from BCCC in Great Bend, Kansas, was mailed on June 26, 2001, and August 27, 2001, to San Jose State University. Based upon the



information in the August 27 transcript, San Jose State University believed that Mr. Washington was eligible to enroll at San Jose State University and to play NCAA Division I basketball, when in fact he was not eligible to play NCAA Division I basketball. This information also had the effect of representing that Mr. Washington was eligible to receive federal student assistance, when he was not eligible for such assistance.

**Counts 27 through 29**  
**Mail and Honest Services Fraud**  
**Title 18, United States Code, Sections 1341 and 1346**

**Count 27**

74. The Grand Jury realleges and incorporates by reference paragraphs 1 through 73 of this Indictment as though set forth in full herein.

75. Beginning at least as early as December 15 , 1999, and continuing through August 28, 2001, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, having devised and intending to devise a scheme and artifice to defraud Barton County Community College of Great Bend, Kansas, the defendant's employer, of the intangible right of his honest services and to violate the duties he owed to Barton County Community College as one of its employees, and for the purpose of executing said scheme and artifice to defraud, the defendant knowingly and willfully caused a thing and matter to be sent and delivered by the United States Postal Service, according to the directions thereon, that is, a Certificate representing that Eric Washington satisfactorily completed the course of study, General High School Education,

offered by Home Study Careers on August 22, 2001, leading Barton County Community College to believe that Eric Washington obtained his GED certificate when in truth and in fact, as the defendant well knew, Eric Washington had not obtained a legitimate GED certificate.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**Count 28**

76. The Grand Jury realleges and incorporates by reference paragraphs 1 through 73 of this Indictment as though set forth in full herein.

77. On or about August 13, 2001, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, having devised and intending to devise a scheme and artifice to defraud San Jose State University, of the intangible right of the honest services of Carlton Baker, and for the purposes of executing said scheme and artifice to defraud, the defendant did knowingly and willfully cause a thing and matter to be sent and delivered by the United States Postal Service to another, according to the directions thereon, that is, Barton County Community College in Great Bend, Kansas, mailed to San Jose State University in San Jose, California, an official transcript of Carlton Baker.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**Count 29**

78. The Grand Jury realleges and incorporates by reference paragraphs 1 through 73 of this Indictment as though set forth in full herein.

79. On or about August 27, 2001, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, having devised and intending to devise a scheme and artifice to defraud San Jose State University, of the intangible right of the honest services of Eric Washington, and for the purposes of executing said scheme and artifice to defraud, the defendant did knowingly and willfully cause a thing and matter to be sent and delivered by the United States Postal Service to another, according to the directions thereon, that is, Barton County Community College in Great Bend, Kansas, mailed to San Jose State University in San Jose, California, an official transcript of Eric Washington.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**Academic Fraud**

80. The University of Missouri is located in Columbia, Missouri and is an NCAA Division I member institution. Prior to the summer of 2002, a member of the University of Missouri Men's Basketball coaching staff contacted the defendant, Ryan Wolf, on behalf of Enique "Ricky" Clemons. The defendant was advised by the representative of the University of Missouri that Mr. Clemons had signed a letter of intent to play basketball at the University of Missouri but Mr. Clemons needed additional college credit in order to obtain eligibility to play basketball for the University of Missouri, or any other NCAA Division I university. The defendant, Ryan Wolf, facilitated the admission and enrollment of Mr. Clemons to BCCC during the summer of 2002.

81. During the Summer of 2002, the defendant, Ryan Wolf, arranged for Mr.

Clemons to take 24 hours of college courses. The courses Mr. Clemons was enrolled in at BCCC were: PHED 1234, weight training; PHED 1242 introduction to health; PE and recreation; PHED 1244 elementary physical education; PHED 1256 psychology of sport; PHED 1270 introduction to exercise science. The defendant received 12 hours of credit for these courses.

82. In addition, Mr. Clemons took an Internet course or a correspondence course from Adams State College located in Alamosa, Colorado. This course was English 102, Communication Arts II, for which Mr. Clemons received three hours of credit.

83. Mr. Clemons also took an Internet course or a correspondence course from Brigham Young University (BYU) in Salt Lake City, Utah. These courses were: LIFE 1402, principles of biology; LIFE 1407, anatomy and physiology one; and sociology 5101. The defendant received nine hours of credit for these courses.

84. Some of these courses were paid for by the defendant, Ryan Wolf, using his personal credit card.

85. From time to time, as part of his course work, Mr. Clemons was asked to write papers on topics of his own choosing. The papers were then provided to the defendant who told Mr. Clemons that the defendant's wife would fix them (the papers).

86. To complete the correspondence courses, Mr. Clemons was required to take tests. BYU and Adams State required that these tests be supervised by a proctor/supervisor.

87. The defendant asked Lyle Lashley, another BCCC employee, to act as Mr.

Clemons' proctor/supervisor for these tests. Mr. Lashley was asked by the defendant to sign the Supervisor's Section of the Examination Coversheets certifying that Mr. Lashley supervised Mr. Clemons while taking the correspondence course tests under the conditions required by BYU. The defendant then informed Mr. Lashley that he (the defendant) would take care of the rest, including mailing the appropriate documents back to BYU and Adams State.

88. For BYU correspondence courses, the Supervisor's Section of the Examination Coversheet required seven certifications to be made: (1) the supervisor verified the identity of the student; (2) the exam was not opened until the student was ready to take it; (3) the student took the exam without the use of unauthorized books, notes, or reference aids of any kind; (4) the supervisor remained in the room with the student during the exam; (5) the student did not leave the room during the exam; (6) the supervisor collected the papers and questions at the conclusion of the exam; and (7) the exam will be sealed and mailed to Independent Study by the proctor in the envelope provided.

89. BYU records reflect that it received via mail, five Examination Coversheets for Mr. Clemons signed by Mr. Lashley. The dates associated with these Examination Coversheets include July 11, July 18, August 4, August 7 and August 8, of 2002.

90. Mr. Lashley signed these five certifications provided to BYU; however, he did not supervise any of these tests.

91. BCCC issued a transcript for Mr. Clemons representing that he had

successfully completed 12 hours of course work with an average GPA of 2.33. This information was mailed to the University of Missouri on or about August 29, 2002. In addition, Mr. Clemons received 12 hours of credit from BYU and Adams State.

92. As the result of the credit hours he received at BCCC, BYU and Adams State, during the Summer of 2002, Enique “Ricky” Clemons was admitted to the University of Missouri in the Fall of 2002 where he played basketball during the 2002-2003 school year.

93. During the Spring of 2002, Randy Pulley was completing his first year of course work at St. Louis University in St. Louis, Missouri. Mr. Pulley was referred to BCCC by a representative of St. Louis University. Consequently, during the Summer of 2002, Mr. Pulley traveled to BCCC in Great Bend, Kansas, for a three to four day visit.

94. In order for Mr. Pulley to be eligible to play basketball at BCCC during the Fall of 2002, Mr. Pulley needed 24 hours of credit and a GPA of 2.0 or better.

95. Mr. Pulley transferred 21 credit hours from St. Louis University with a GPA of 1.0.

96. During the Summer of 2002, the defendant enrolled Mr. Pulley in six hours of course work at BCCC: Weight Training, Elementary Physical Education and Psychology of Sport. This course work was supposedly completed by Mr. Pulley during his three to four day visit. Mr. Pulley received grades of “A” in these three courses.

97. By the Fall of 2002 Mr. Pulley had earned 27 hours of college credit. He had raised his GPA from 1.0 to 2.0 for the required 24 hours of credit as a result of the six

hours of “A” credit received during his three to four day visit at BCCC.

98. Mr. Pulley continued to attend BCCC during the 2002-2003 school year. Some of the BCCC classes he enrolled in were: Dir. Ind. Study/Communications, Lifetime Fitness and Wellness, Seminar in Sports Medicine, Intro. To Health/PE/Recreation, Advanced Weight Training, Rules and Officiating, and Recreation Leadership. The defendant told Mr. Pulley that he did not need to attend any of the classes associated with these courses. Mr. Pulley received an “A” for each of these classes, except Recreation Leadership which awarded him a “C” for his grade.

99. During the Spring of 2003, Mr. Pulley signed a National Letter of Intent to attend and play basketball at the University of Missouri in Columbia, Missouri. Sometime between May 19, 2003, and June 12, 2003, BCCC issued a transcript for Mr. Pulley representing that he had successfully completed 70 credit hours of course work with an average GPA of 2.32.

100. Mr. Pulley attended the University of Missouri and played basketball during the 2003-2004 school year.

**Counts 30 through 36**  
**Mail and Honest Services Fraud**  
**Title 18, United States Code, Sections 1341 and 1346**

**Counts 30 through 34**

101. The Grand Jury realleges and incorporates by reference paragraphs 1 through 100 of this Indictment as though set forth in full herein.

102. On or about the dates specified below, in the District of Kansas, and

elsewhere,

**RYAN WOLF,**

the defendant herein, having devised and intending to devise a scheme and artifice to defraud the University of Missouri, of the intangible right of the honest services of Enique “Ricky” Clemons, and for the purposes of executing said scheme and artifice to defraud, the defendant did knowingly and willfully cause a thing and matter to be sent and delivered by the United States Postal Service to another, according to the directions thereon, that is, the defendant while in Great Bend, Kansas, mailed and caused to be mailed to the institution specified below, a document certifying that Enique “Ricky” Clemons had taken a test/examination under the conditions required by the specified institution, and that this test/examination was supervised by Lyle Lashley, when in truth and in fact the defendant knew this was not true:

<u>Count</u>	<u>Date</u>	<u>Institution</u>
30	7/11/02	Brigham Young University
31	7/18/02	Brigham Young University
32	8/4/02	Brigham Young University
33	8/7/02	Brigham Young University
34	8/8/02	Brigham Young University

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**Count 35**

103. The Grand Jury realleges and incorporates by reference paragraphs 1 through



100 of this Indictment as though set forth in full herein.

104. Beginning on a date unknown to the Grand Jury, and continuing through August 29, 2002, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, having devised and intending to devise a scheme and artifice to defraud the University of Missouri, of the intangible right of the honest services of Enique “Ricky” Clemons, and for the purposes of executing said scheme and artifice to defraud, the defendant did knowingly and willfully cause a thing and matter to be sent and delivered by the United States Postal Service to another, according to the directions thereon, that is, Barton County Community College in Great Bend, Kansas, mailed to the University of Missouri in Columbia, Missouri, an official transcript of Enique “Ricky” Clemons.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**Count 36**

105. The Grand Jury realleges and incorporates by reference paragraphs 1 through 100 of this Indictment as though set forth in full herein.

106. Beginning on or about May 19, 2003, and continuing through June 12, 2003, in the District of Kansas and elsewhere,

**RYAN WOLF,**

the defendant herein, having devised and intending to devise a scheme and artifice to defraud the University of Missouri, of the intangible right of the honest services of Randy

Pulley, and for the purposes of executing said scheme and artifice to defraud, the defendant did knowingly and willfully cause a thing and matter to be sent and delivered by the United States Postal Service to another, according to the directions thereon, that is, Barton County Community College in Great Bend, Kansas, mailed to the University of Missouri in Columbia, Missouri, an official transcript of Randy Pulley.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**Count 37**  
**Criminal Forfeiture**  
**Title 18, United States Code, Section 982**

107. Upon conviction of one or more of the offenses alleged in Counts 23 and 24 of this Indictment, defendant Ryan Wolf, shall forfeit to the United States pursuant to 18 U.S.C. § 982, any property constituting or derived from proceeds obtained directly or indirectly as a result of the said violation, including but not limited to the following:

(1) Money Judgment

A sum of money equal to \$89,615.35 in United States currency, representing the amount of proceeds obtained as a result of the offenses alleged in Counts 23 and 24.

In violation of Title 18, United States Code, Section 982 and Title 18, United States Code, Section 666.

A TRUE BILL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FOREMAN OF THE GRAND JURY

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ERIC F. MELGREN  
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(316) 269-6481  
Ks. S.Ct. No. 12430

(It is requested that trial be held in Wichita, Kansas.)

Returned in open court this \_\_\_\_\_ day of December, 2004.

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UNITED STATES DISTRICT/MAGISTRATE JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Criminal Action
	)	
v.	)	No. 04-_____-01-____
	)	
RYAN WOLF,	)	<u>Counts 1 - 6</u>
	)	20 U.S.C. §1097
	)	18 U.S.C. §2
Defendant.	)	
_____	)	<u>Counts 7 - 22</u>
		20 U.S.C. §1097
		18 U.S.C. §2
		<u>Counts 23 - 24</u>
		18 U.S.C. §666
		18 U.S.C. §2
		<u>Counts 25 - 26</u>
		18 U.S.C. §1344(2)
		18 U.S.C. §2
		<u>Counts 27 - 36</u>
		18 U.S.C. §1341, 1346
		18 U.S.C. §2
		<u>Count 37</u>
		18 U.S.C. §982

**PENALTIES**

Counts 1 through 6, 8 through 15, 17 through 19, 21 through 22 (felonies): A term of imprisonment not to exceed 5 years, a fine not to exceed \$20,000, or both.

Counts 7, 16, 20 (misdemeanors): A term of imprisonment not to exceed one year, a fine not to exceed \$5,000, or both.

Counts 23 and 24: A term of imprisonment not to exceed 10 years, a fine not to exceed \$250,000, or both.

Counts 25 and 26: A term of imprisonment not to exceed 30 years, a fine not to exceed \$1,000,000, or both.

Counts 27 through 36: For offenses occurring before July 30, 2002, a term of imprisonment not to exceed five years, a fine not to exceed \$250,000, or both. For offenses occurring on or after July 30, 2002, a term of imprisonment not to exceed 20 years, a fine not to exceed \$250,000, or both.

Count 37: forfeiture of property.